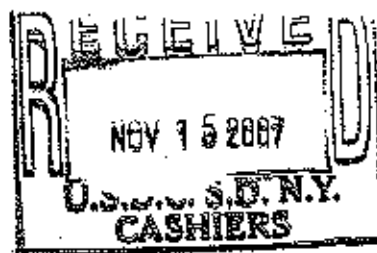


LENNON, MURPHY & LENNON LLC
Attorneys for Plaintiff
KOLMAR GROUP AG
Patrick F. Lennon
Kevin J. Lennon
The GrayBar Building
420 Lexington Avenue, Suite 300
New York, NY 10170
(212) 490-6050 - phone
(212) 490-6070 - facsimile



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE KAPLAN

07 CV 10343

-----X
KOLMAR GROUP AG,

Plaintiff,

- against -

TRAXPO ENTERPRISES PRIVATE
LIMITED a/k/a TRAXPO ENTERPRISES
PVT LTD.

Defendant.
-----X

ECF CASE

VERIFIED COMPLAINT

Plaintiff, KOLMAR GROUP AG. (hereinafter referred to as "KOLMAR" or "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon LLC, as and for its Verified Complaint against the Defendant, TRAXPO ENTERPRISES PRIVATE LIMITED a/k/a TRAXPO ENTERPRISES PVT LTD. (hereinafter referred to as "TRAXPO" or Defendant) alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. Jurisdiction over this matter is also present pursuant to this Court's federal question jurisdiction, 28 United States Code § 1331.

2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and operating under the laws of Switzerland.

3. Upon information and belief, Defendant TRAXPO was, and still is, a foreign corporation or other business entity organized under and existing by virtue of foreign law, with a place of business in Calcutta, India.

4. By a sales contract dated August 27, 2007, and any amendments thereafter, KOLMAR purchased a quantity of 15,000 - 18,000 metric tons of methanol (hereinafter referred to as "cargo") from TRAXPO. The sales contract at clause (9) "Maritime Conditions" defined the rights and obligations of the parties concerning laytime and demurrage¹ and incorporated by reference the Asbatankvoy standard form charter party. The sales contract at clause (14), entitled "Jurisdiction," required the parties to submit to the jurisdiction of the High Court of London without recourse to arbitration. A copy of the sales contract is attached hereto as Exhibit 1.

5. KOLMAR chartered the M/V "Fairchem Mustang" from non-party Fairfield Chemical Carriers to carry the cargo from the loadport of Kandla, India to the discharge port(s) of Houston and/or New Orleans, United States.

6. The terms of the M/V "Fairchem Mustang" charter party provided that KOLMAR would be liable for demurrage at the rate of \$20,000 per day, pro rata for delay in loading the cargo beyond the agreed upon laytime. Defendant TRAXPO materially breached the sales contract, specifically including but not limited to the maritime conditions set forth therein (including the terms of the Asbatankvoy charter party form incorporated therein), in that it failed to provide the minimum cargo specified in the sales contract, failed to timely supply cargo to the vessel, failed to provide cargo within the specifications called for in the contract and otherwise

¹ Demurrage is a liquidated damage for delay set forth in a charter party that requires a charterer to pay to owner when the vessel is prevented from the loading or discharging of cargo within the stipulated laytime (i.e., the maximum time permitted in the charter party for cargo operations)

delayed the timely loading of the vessel, KOLMAR incurred \$381,101.40 in demurrage to non-party Fairfield Chemical Carriers. Such demurrage is for TRAXPO's account.

7. On or about October 22, 2007 KOLMAR served TRAXPO with its demurrage claim. A copy of the demurrage claim is attached hereto as Exhibit 2.

8. By way of TRAXPO's breach of the sales contract KOLMAR also incurred costs for the shifting of the M/V "Fairfield Mustang" from the loading berth to a layberth while TRAXPO was arranging for cargo to be delivered to the vessel. The shifting expenses were \$5,162.33 as per the communication received from agents for Fairfield Chemical Carriers. A copy of the communication evidencing the shifting expenses is attached hereto as Exhibit 3.

9. By way of TRAXPO's breach of the sales contract KOLMAR also incurred deadfreight² to Fairfield Chemical Carriers due to TRAXPO's failure to deliver a minimum of 18,000 metric tons of cargo for loading aboard the M/V "Fairfield Mustang." KOLMAR was obligated to provide a minimum of 17,500 metric tons of cargo under its charter party with Fairfield Chemical Carriers but TRAXPO was able to deliver only 17,273.743 metric tons to the vessel thereby creating a shortfall of 226.257 metric tons at the charter party rate of \$73 per metric tons. KOLMAR has thus incurred deadfreight of \$16,516.76. Such deadfreight is for TRAXPO's account. A copy of Fairfield Chemical Carrier's freight invoice issued to TRAXPO is attached hereto as Exhibit 4.

10. As a result of TRAXPO's aforesaid breaches of the sales contract, KOLMAR has sustained damages in the total principal amount of \$402,780.49, exclusive of litigation costs and attorneys' fees.

² Deadfreight is a liquidated damage payable by the charterer, or shipper, of cargo to the vessel owner for the failure, or inability, to load the cargo quantity agreed in the charter party. The amount owed being equivalent to the owner's loss of freight due to the cargo quantity not being loaded as agreed in the charter party.

11. The aforesaid sales contract provides that disputes will be adjudicated in the High Court of London with English law to apply. KOLMAR is preparing to commence an action in the High Court of London and expressly reserves its rights to litigate against TRAXPO in the High Court of London as per the sales contract.

12. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in actions brought in the High Court of London applying English law. As best as can now be estimated, Plaintiff expects to recover the following amounts:

A.	On the principal claim:	\$402,780.49;
	[Demurrage:	\$381,101.40]
	[Shifting expenses:	\$ 5,162.33]
	[Deadfreight	\$ 16,516.76]
B.	3 years of interest at 7.5% per annum:	\$138,038.34;
C.	Legal costs:	\$ 50,000; and
D.	Legal fees:	\$ 200,000.
Total:		\$790,081.83.

13. Upon information and belief and following a good faith investigation, Plaintiff avers that the Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

14. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any assets of the Defendant held by any garnishee(s) within the District for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claim as described above.

15. The Plaintiff also seeks an Order from this Court recognizing, confirming and enforcing any forthcoming English judgment entered in Plaintiff's favor.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint, failing which default judgment be entered against it in the sum of \$790,818.83;

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds up to the amount of **\$790,818.83** belonging to, due or being transferred to, from, or for the benefit of the Defendant, including, but not limited to, such property as may be held, received or transferred in Defendant's name, or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishes to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That that this Court recognize, confirm and enforce an English judgment(s) entered in Plaintiff's favor;

D. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

E. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

F. That the Plaintiff has such other, further and different relief as the Court may deem just and proper.

Dated: Southport, CT
November 15, 2007

The Plaintiff,
KOLMAR GROUP AG

By: 

Patrick F. Lennon (PL-2162)
Kevin J. Lennon (KL-5072)
Charles E. Murphy (CM -2125)
LENNON, MURPHY & LENNON, LLC
The Gray Bar Building
420 Lexington Ave., Suite 300
New York, NY 10170
Phone (212) 490-6050
Fax (212) 490-6070
pfl@lenmur.com
kjl@lenmur.com
cem@lenmur.com

ATTORNEY'S VERIFICATION

State of Connecticut)
) ss.: Town of Southport
County of Fairfield)

1. My name is Patrick F. Lennon;
2. I am over 18 years of age, of sound mind, capable of making this
Verification, and fully competent to testify to all matters stated herein.
3. I am a partner in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the
Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents
thereof and believe the same to be true and accurate to the best of my knowledge, information
and belief.
5. The reason why this Verification is being made by the deponent and not
by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now
within this District.
6. The source of my knowledge and the grounds for my belief are the
statements made, and the documents and information received from, the Plaintiff and agents
and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: Southport, CT
 November 15, 2007



Patrick F. Lennon

EXHIBIT 1



Kolmar Group AG
Laubhof, Metallstrasse 9, 6300 Zug / Switzerland
Tel. +41 41 727 57 00 Fax +41 41 727 57 01

FACSIMILE TRANSMISSION

To	Traxpo Enterprises Pvt Ltd
Attn	Mr. S.K. Tapuriah
Fax	+ (91) 22 5631 1502
Cc	Meteor Kolkata
Attn	Tara John
Date	27th August 2007
No. of pages	- 4 - (including cover page)

<p>Kolmar's Purchase of 15,000 – 20,000 Metric Tons, Methanol Our Ref. 2006872</p>
--

We are pleased to confirm the following purchase transaction concluded with your company on 27th August 2007:

Methanol / Purchase Contract No: 2006872

- 1) **Seller**
Traxpo Enterprises Pvt Ltd
Tapuriah House
42/1 Strand Road
Calcutta 700 007
India
Fax: + (91) 22 5631 1502
- 2) **Buyer**
Kolmar Group AG
Laubhof, Metallstrasse 9
6300 Zug
Switzerland
Tel: + (41) 41 727 5700
Fax: + (41) 41 727 5701
E-Mail: operations@kolmargroup.com

3) Description

Methanol in accordance to IMCA specifications

Appearance		Clear and free of suspended matter
Purity % WT on dry basis		Min. 99,85
Acetone	Mg/Kg	Max 30
Color PT-CO		Max 5
Water % W/W		Max 0.1
Distillation range at 760mm Hg		Max 1,0 °C
Specific gravity 20° / 20°		0,791-0,793
Potassium permanganate Time test at °15 C, minute		Minimum 60
Ethanol	Mg/Kg	Max 50
Chloride as Cl	Mg/Kg	Max 0,5
Sulfur	Mg/Kg	Max 0,5
Hydrocarbons		Pass test
Carbonisable Substances (Sulphuric Acid Wash Test) Pt-Co Scale		Max 30
Acidity as Acetic Acid	Mg/Kg	Max 30
Total Iron	Mg/Kg	Max 0,1
Non Volatile matter	Mg/1000ml	Max 8

4) Quantity

15,000 – 20,000 Metric Tons, plus/minus 5 percent in Buyer's option. Quantity option to be declared by Buyer on 27th August 2007 close of Business London time.

5) Price

United States Dollars 255.00 per Metric Ton. Price for Additional 5,000 Metric Tons will be 265.00 per Metric Ton.

6) Delivery Terms

FOB Kandla, (IN). Buyer will be shipper of record and cause Bills of Lading to be issued.

7) Delivery Time

For shipment within September 2007

8) Payment Terms

At sight against Irrevocable Documentary Letter of Credit, payable against presentation of the following documents:

- Commercial Invoice.

- Certificate of Quantity issued by independent surveyor, based on shore tank measurements taken immediately prior and immediately after completion of loading of vessel.
- Certificate of Quality issued by independent surveyor, evidencing that the material is in accordance with the specifications mentioned in this contract, based on samples taken immediately before loading at shore tank.
- Certificate of Origin issued by Local Chamber of Commerce certificate.
- Original signed confirmation by Master of carrying vessel certifying receipt of two sealed samples of material.
- 3/3 original Full set of charter Party Bills of Lading

9) Maritime Conditions

Laytime to commence 6 (six) hours from tendering of Notice of Readiness or when vessel is all fast at berth, whichever occurs first. Laytime allowed (period or rate) and demurrage rate to be agreed upon vessel nomination. All other maritime conditions to be in accordance with Asbatankvoy Charter Party form. In case of barge lifting, barge terms to apply.

10) Title and Risk

To pass from Seller to Buyer at load-port as material passes the incoming flange of Buyer's vessel.

11) Origin

Qatar and Russia

12) Inspection

By an independent surveyor at loading port whose findings for quantity, quality and vessel's cleanliness shall be final and binding for both parties.

13) Governing Law

This contract shall be governed and construed in accordance with the laws of England (without reference to any conflict of law rules). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.

14) Jurisdiction

Each party expressly submits to the jurisdiction of the High Court of London without recourse to arbitration.

15) Force Majeure

Neither Seller nor Buyer shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder other than obligation to make payment, where such failure or delay is caused by force majeure, being any event, occurrence or circumstance reasonably beyond the control of that party, including without prejudice to the generality of the foregoing, failure or delay caused by or

resulting from acts of god, strikes, fires, floods, wars (whether declared or undeclared), riots, destruction of material, delays of carriers due to breakdown or adverse weather, perils of the seas, embargoes, accidents, restrictions imposed by any governmental authority (including allocations, priorities, requisitions, quotas and price controls). The time of Seller to make or Buyer to receive delivery hereunder shall be extended during any period in which delivery shall be delayed or prevented by reason of any delivery hereunder shall be so delayed or prevented for more than 60 (sixty) days, either party may terminate this contract with respect to such delivery upon written notice to the other party.

16) Assignment

Neither Seller nor Buyer shall assign the whole or any part of its rights and obligations hereunder without prior written consent of the other party.

Other Conditions

Where not in conflict with the other conditions of this contract, Incoterms 2000 to apply including subsequent amendments as applicable on the date of shipment.

Entire Agreement

Notwithstanding anything contained in any other agreement to the contrary, this agreement contains the entire agreement between the parties with respect of the subject matter hereof and all proposals, negotiations and representations relating thereto are merged herein.

All terms and other elements of this contract are to be kept private and confidential by all parties concerned.

Operational Contacts:

Mrs. Dominique Meyer

Tel: + (41) 41 727 5729

Fax: + (41) 41 727 5701

E-mail: operations@kolmargroup.com

We are pleased to have been able to conclude this transaction with your company.

Kind Regards,


KOLMAR GROUP AG



Kolmar Group AG
Leubehof, Metallstrasse 9, 6300 Zug / Switzerland
Tel. +41 41 727 57 00 Fax +41 41 727 57 01

FACSIMILE TRANSMISSION

To **Traxpo Enterprises Pvt Ltd**
Attn **Mr. S.K. Tapuriah**
Fax **+ (91) 22 5631 1502**

Cc **Meteor Kolkata**
Attn **Tara John**

Date **28th August 2007**

No. of pages **- 1 - (including cover page)**

Kolmar's Revised Purchase of 15,000 Metric Tons, Methanol
Our Ref. 2006872
Amendment 1

As mutually agreed between the parties of the above contract the following amendment has been made:

- 4) **Quantity – now to read**
15,000 Metric Tons, plus/minus 5 percent in Buyer's option. Optional 2,000 – 3,000 Metric Tons plus/minus 5 percent, in Buyer's option.
- 5) **Price – now to read**
United States Dollars 255.00 per Metric Ton for the 15,000 Metric Tons.
United States Dollars 265.00 per Metric Ton for the optional 2,000 – 3,000 Metric Ton.

All other terms and conditions remain unchanged.

Kind Regards,

KOLMAR GROUP AG

A handwritten signature in the bottom right corner of the page.

EXHIBIT 2



October 22nd, 2007

REGISTERED

TRAKPO ENTERPRISES
PV LTD
TAPURIAH HOUSE
42/1 STRAND ROAD
CALCUTTA 700 007
INDIA

RE: Demurrage Claim - USD 381'102.40, 'FAIRCHEM MUSTANG' C/P 31.08.07
at KANDLA 26.09.07, Our Ref.: K01091, B/L Date: 18.10.07

Dear Sirs,

Herewith enclosed please find following documents concerning
the claim in reference:

- Notice of Readiness
- Time Sheet
- 9 Letters of Protest
- Summary Sheet, Laytime Calculation and Invoice

Please acknowledge receipt of the above claim and documents
by signing and returning attached copy of this letter.

Should you have any question, please contact this office and
quote the reference number.

Your prompt attention and cooperation will be appreciated.

Yours faithfully,

KOLMAR GROUP AG

A handwritten signature in dark ink, appearing to read "Silvia".

Silvia Battistini

CC: METEOR PRIVATE LTD, CALCUTTA
Attn. Mrs. Tara John



ORIGINAL

October 23rd, 2007

TRAXPO ENTERPRISES
PV LTD
TAPURIAH HOUSE
42/1 STRAND ROAD
CALCUTTA 700 007
INDIA

INVOICE No: K01091.10

Vessel : FAIRCHEM MUSTANG	C/P Date: 31.08.07
	B/L Date: 18.10.07
Our Ref.: K01091	Ctr. No.: 2012514
at KANDLA	on 26.09.07

Demurrage incurred as per attached
Laytime Calculation and Summary Sheet

Claim amount : USD 381'101.40

DUE DATE: 01.11.07 .

Payment instructions:

To: Bankers Trust, New York / USA, A/C No. 04411122, for
further credit to: ING Belgium, Brussels, Geneva Branch /
Switzerland, Swift: EBRUCHGT, in favour of: Kolmar Group AG /
Zug / Switzerland, A/C CH5108387000002441783 / USD

SUMMARY FOR CUSTOMER: TRAXPO

Vessel : FAIRCHEM MUSTANG
 Our Ref.: K01091
 Cargo : METHANOL

Port	Total Cargo Quantity	Claimee's Quantity
KANDLA	17273.743	17273.743

Net Time Used in Port(s) : 21.93403 days (21d 22h 25m) (see Laytime Calculation)
 Time Used for the Customer: 21.93403 days (21d 22h 25m)
 Allowed Laytime : 2.87896 days (2d 21h 06m)
 Time on Demurrage : 19.05507 days (19d 01h 19m)

Demurrage Rate : 20000.00

DEMURRAGE AMOUNT : USD 381'101.40

E X P L A N A T I O N		Time in days	Equals
Port		Used Time	
KANDLA		21.934030	21d 22h 25m
Allowed Laytime		2.878960	2d 21h 06m
Time On Demurrage		-	19d 01h 19m

NB: On Demurrage from 29.09.07(04:06) at port KANDLA

Sub-reference : 1

LAYTIME CALCULATION: TRAXPO

Cargo : METHANOL
 Vessel : FAIRCHEM MUSTANG
 Our Ref. : K01091

Load Port : KANDLA
 Arrival Date : 26.09.07
 Laydays (Window):
 Time Starts : 26.09.07 at 07:00 (N.O.R. Allowance (6h))
 Time Ends : 18.10.07 at 07:10 (Hoses Off)

Gross Time Used: 22.00694 days (22d 00h 10m)
 Deductions : 0.07292 days (01h 45m)
 Net Time Used : 21.93403 days (21d 22h 25m)

Period				Counts		Does Not	Explanation
Starts at:		Stops at:				Count	
Date	Time	Date	Time	%	Lapse	Lapse	
26.09.07	07:00	03.10.07	07:35	100	7:00:35	01:45	Shifting
03.10.07	07:35	03.10.07	09:20				
03.10.07	09:20	18.10.07	07:10	100	14:21:50		

NB: On Demurrage from 29.09.07 (04:06) at port KANDLA

Sub-reference: 1

CARGO:	METHANOL	DATE:	26TH SEPTEMBER 2007
TANK NO:	1P,1Q,2P,2Q,3P,3Q,4P,4S,5P,5Q, 6P,6S,7P,7S,8P,8S,9P,9S,10P,10S	PORT:	KANDLA, INDIA
QTY:	17,500 MT	VOY:	43

This is to notify you that subject vessel M/T Fairchorn Mustang arrived at your port of

KANDLA, INDIA at 0825 hours on the 22ND day of SEPTEMBER 2007
and that she is readiness in all respects to commence (loading / discharging) her cargo in accordance
with the terms and conditions of the relevant Fixture Note or Charter Party.
This Notice of Readiness Tendered at 0100 hours on the 26TH day of SEPTEMBER 2007

CAPT M. JUN-HYEOG
MASTER OF M/F AIRCHEM MUSTANG

This Notice of Readiness accepted at _____ Hours on the _____ day of _____

NOTICE OF READINESS ACCEPTED TIME SHOULD BE AS PER THE TERMS, CONDITIONS AND EXCEPTION OF THE RELEVANT CHARTER PARTY.

~~JOHANN HOUT~~
~~FOR CHARTERERS REPRESENTATIVE~~
~~FOR AND ON BEHALF OF~~
~~PETRODESK B.V~~
~~ACTING ON BEHALF OF KOLMAR~~



F A I R F I E L D

TIME SHEET

Vessel: MT FAIRCHEM MUSTANG Voy No: 43 Port: Kandla, India Date: 18th October 2007

PORT

PORT

of Loading: Kandla, Indiaof discharge: Houston/New Orleans U.S.A

Commodity	B/L Quantity	Ships Quantity	Stowage
METHANOL	17,273.743 M/T	17,238.483 MT	1P,1S,2P,2S,3P,3S,4P,4S,5P,5S,6P,6S,7P,7S,8P,8S,9P,9S,10P,10S

	Hour	Date
Commence of Voyage No. 43	0825 hrs	22nd September 2007
Pratique Granted		
Arrived at Anchorage	1200 hrs	22nd September 2007
Anchor Aweigh	0630 hrs	03rd October 2007
N.O.R. Tendered	0100 hrs	26th September 2007
N.O.R. Accepted		
Pilot on Board	0735 hrs	03rd October 2007
First Line Ashore	0845 hrs	03rd October 2007
All Line Fast	0920 hrs	03rd October 2007
Tanks Inspected	1240-1830 hrs	26th September 2007
Tanks Accepted/Passed	1830 hrs	26th September 2007
First Barge Alongside	N/A	
Hose Connected 1 X 6"	1705 hrs	03rd October 2007
Commenced Loading	0915 hrs	04th October 2007
Completed Loading	0635 hrs	16th October 2007
Hose Disconnected	0700-0740 hrs	18th October 2007
Unlading & Cargo calculation	0710-1000 hrs	18th October 2007
Document on board	1000-1230 hrs	18th October 2007
Last Barge Away	N/A	

*Remarks :

1230hrs 26th September 2007: Five surveyors onboard.

1230-1240hrs 26th: Held a meeting with the surveyors.

1240-1830hrs 26th: Tank inspected and took wall wash test for 1P/S to 10 P/S.

1830hrs: Tanks passed.

1845hrs 26th: Surveyor disembark.

0100hrs 26th: September-0630hrs 03rd October: Vessel anchored awaited berthing instructions.

0630-0845hrs 03rd: October: Shifted to berth.

0935hrs 03rd: Gangway down.

0940hrs 03rd: Surveyors onboard.

0940-0950hrs 03rd: Held a safety meeting with the surveyors.

0950-1035hrs 03rd: Carried out visual tanks inspection and confirmed tank condition dry/clean as found the same condition as before dated 1830hrs 26th-Sept. by concerned surveyors.

1035-1130hrs 03rd: Awaited loading master.

0920-1730hrs 03rd: Awaited shore readiness to connect cargo hose for commencement of loading.

(Refer to Letter of Protest)



F A I R F I E L D

1730-1840hrs 03rd: Awaited for shore readiness to commence shore line displacement.
 1840-2000hrs 03rd: Shore line displacement.
 2000-2020hrs 03rd: Carried out shore line sampling and analysis pre-pump 2 drums and 3 times tested. The testing result failed (PTT / 1st-1 min., 2nd-3 min. & 3rd-5 min.)
 2035hrs 03rd: The testing result failed.
 2035hrs 03rd to 0310hrs 04th: Disconnected hose & awaited pre-pump availability.
 0220hrs 4th: Hose reconnected to common line 1x 5"
 0220-0300hrs 4th: Awaited readiness to shore for line sampling.
 0310-0330 4th: Carried out shore line sampling analysis & passed.
 0330-0400hrs 04th: Awaited shore readiness due to shore pump trip.
 0400-0405hrs 04th: Pre-pump 1 drum for no. 1P line.
 0415hrs 04th: 1P passed line sampling analysis.
 0415hrs-0845hrs 04th: Awaited shore readiness due to shore reason.
 0845hrs 04th: Fill up shore line with cargo.
 0850-0900hrs 04th: Took shore line sampling analysis and passed.
 0900-0910hrs 04th: Shifted shore hose between shore line and took manifold sample.
 0915hrs 04th: Commence loading / Commence one foot into 1P tank / Filled No. 1S line to drum for line sampling analysis.
 0930hrs 04th: Stop loading / Finished one foot sample for 1P tank / Passed 1S line sample analysis.
 0930-0945hrs 04th: Took one foot sample 1P cargo tank by surveyor..
 0945-1100hrs 04th: Awaited result of sample analysis by shore laboratory.
 1100hrs 04th: 1P Cargo tank Passed by one foot sampling analysis.
 1100-1540hrs 04th: Awaited shore readiness due to shore reason
 1540hrs 04th: Started one foot loading for all tanks
 1540-1550hrs 04th: Pre-pump to drum 2 P/S for line sampling and analysis.
 1600hrs 04th: Passed line sample analysis for No. 2 P/S tank.
 1600hrs 04th: Completed line sampling for all tanks.
 1610hrs 04th: Completed all Cargo line sampling analysis and passed.
 1930hrs 04th: Completed all cargo tanks 1 foot sampling analysis and passed.
 1930hrs 04th: Continuously loading for main loading operation.
 2245hrs 07th: Cargo loading Temporary stop by shore request.
 2245hrs 07th - 0205hrs 08th: Awaited shore readiness to resume loading
 0205hrs 08th: Resumed loading by shore request;
 0220hrs 08th: Shore tried to connect 2nd hose but the hose condition was not suitable for loading due to dirty oily residue in cargo hose.
 0440hrs 08th: Stopped loading cargo for shifting to OTB anchorage under port control orders due to poor performance of loading operation by shipper/terminal/charters.
 0450hrs 08th: Disconnected cargo hose
 0450-0500hrs 08th: Took Unlading/sampling/cargo calculations.
 Total loaded cargo..... 9865.413 mt
 Balance cargo..... 7834.597 mt
 Rate..... 108 mt
 0625hrs 08th: Surveyors and Loading master disembark.
 0650hrs 08th: Pilot on board
 0705hrs 08th: All lines let go



F A I R F I E L D

0715hrs 08th: Dropped anchor at inner anchorage awaited suitable tide.
 0720hrs 08th: Pilot left her.
 0825hrs 08th: Pilot on board
 0850hrs 08th: Anchor aweigh.
 0950hrs 08th: Pilot left her.
 1110hrs 08th: Dropped anchor at Outer Tuna Buoy anchorage and awaited berthing/balance
 cargo loading instruction.
 0105hrs 16th: Anchor Aweigh.
 0235hrs 16th: Pilot on board.
 0340hrs 16th: First line sent to shore.
 0410hrs 16th: All lines made her fast.
 0420hrs 16th: Gangway down.
 0435hrs 16th: Agent/Surveyor onboard.
 0445-0500hrs 16th: Re-gauging/calculaton.
 0600-0610hrs 16th: Hose connected (1st Line)
 0610-0620hrs 16th: Took manifold sampling/analysis/passed.
 0620hrs 16th: Resumed loading (1st line)
 1405hrs 16th: Hose connected (2nd Line)
 1410-1715hrs 16th: Took manifold sample/analysis and fail due to brownish color of sample for the 2nd line
 1600hrs 16th: Stopped loading due to shore reason (1st line)
 1710-1715hrs 16th: Took manifold sample under guidance of charterers representative.
 1715hrs 16th: Started Loading 2nd line and sampling with interval of 5min., 10min. and 1hr. and sealed
 and signed by all surveyors as per Fairfield Chemical Carrier Instructions.
 1800-1800hrs 16th: Stopped loading due to shore reason.
 1800hrs 16th: Resumed loading 1st line.
 0835hrs 17th: Shore pump stopped
 0850-0815hrs 17th: Piggng of shore lines
 0815hrs 17th: Completed loading 2nd hose
 0825hrs 17th: Hose disconnect 2nd line
 1215-1345hrs 17th: Shore tank stripping.
 0400hrs 18th: Shore pumping completed.
 0530hrs 18th: Start line piggng.
 0615hrs 18th: Took samples from manifold during piggng stage and found out discoloration of cargo
 0635hrs 18th: Line piggng completed.
 0635hrs 18th: Loading completed by shore stop.

We hereby certify that the above is true and correct.

FOR RECEIPT ONLY
 SUBJECT TO RECEIPT
 DEPT. A.V. AMB LOG
 Shore Representative

FOR & ON BEHALF OF
 PETRO DESIG B.V.

[Signature]
 21/10/2007



LETTER OF PROTEST-DELAYS	
---------------------------------	--

Note of protest

Date: 3RD October 2007
 Port : Kandla, India
 Voyage no: 43

To: Oil Jetty No. 3 and/or
 To whom it may concern

Subject: Note of Protest for Delays

This is to put on the record the following delays to my vessel for commencement of Loading operation of nominated cargo Mchanol.

My vessel has berthed at Oil Jetty No.3 at 0920 hrs on 3rd October 2007 and till writing this protest letter at 1730 hrs / 03.10.2007, you and your shore terminals are failed to commence loading. The reasons for the same are best known to them.

Date	From	To	Reason for Delay
3 rd October 2007	0920hrs	1730 hrs	Awaited shore readiness to connect cargo hose for commencement of Loading

On behalf of my Owners, and / or other interested parties, I hereby note protest for above delays and hold you liable for any consequential losses, damages, claims that may be sustained on this account.

I further reserve the right to extend this protest at places and / or times convenient.

Please acknowledge receipt of this protest.

Yours sincerely,

Master
 MT Fairchem Mustang



FOR RECEIPT ONLY
 WITHOUT PREJUDICE AND
 ACCEPTING ANY LIABILITIES.

Received by:

TO : Shippers/Terminal/Charterers or/and
To whom it may concern.

Date: 18th October 2007
Port : Kandla, India
Berth : Off Jetty No. 2
Voy. No.: 43

LETTER OF PROTEST

RE : LETTER OF PROTEST FOR BERTHING DELAY.

Dear Sir,

This letter of protest will serve to advise that I, master of M/T FAIRCHEM MUSTANG tendering Protest regarding delay berthing which occurred this vessel on 03rd October 2007 at Kandla, India.
For your preview and review of this matter, the following is statements of the circumstances as I best understand them at this moment.

*Commence Voy. 43	: 0625hrs 22 nd Sept. 2007
*Vessel anchored	
*Awaited berthing instruction	: 0100hrs 26 th Sept. - 0630hrs 03 rd Oct. 2007
*NOR tendered	: 0100hrs 26 th Sept. 2007
*Anchor aweigh	: 0630hrs 03 rd Oct. 2007
*Pilot onboard	: 0735hrs 03 rd Oct. 2007
*Shifted to berth	: 0630hrs 03 rd Oct. - 0845hrs 03 rd Oct. 2007
*All line made her fast.	: 0920hrs 03 rd Oct. 2007

in view of the above, please be advised that on behalf of my owners and/or any party concerned, I hold you responsible for any delays, all costs and any other claims incurred thereby because this matter is not caused by my vessel, totally we are free from any claims which may arise there from.

Yours faithfully,


MASTER OF
M/T FAIRCHEM MUSTANG

For Receipt only and original transmission to concerned.

Kindly acknowledge receipt of this letter by signing.

FOR RECEIPT ONLY
WITHOUT LIABILITY &
PREVIOUSLY
SUBJECT TO TERMS &
OF CONDITIONS OF
RELEVANT CP
FOR & ON BEHALF OF
PETRO DESK BV.

Ship's Agent



	LETTER OF PROTEST - SLOW LOAD RATE	
--	------------------------------------	--

Note of Protest

Date: 06th October 2007
 Port: Kandla, India
 Voyage no: 43

To: Oil Jetty No. 3 and/or
 To whom it may concern

Dear Sirs,

Subject: Note of Protest for restriction to Loading Rate/Due to slow loading rate and
 Not providing additional Hoses

Cargo: METHANOL, 17,500 MT

This is to put on record the following restrictions to my vessels Loading operation:

1. Number and size of Vessel's manifolds offered for loading:
 10 INCH X 1 COMMON LINE and 6 INCH X 20 LINE
 Number and size of Terminal connections provided for loading:
 6 INCH X 1 LINE
2. Loadable Max. Rate by vessel: 1000 MT / H
 Shore's average Loading Rate provided: 136 MT / H
3. As per ship/shore agreement shore will provide 2 hoses and rate to be 1 line
 150 mt/h and the other line 200 mt/h. However, we can accept 1000 mt/h but
 terminal rate was only 136 mt/h as of 2100hrs 06th October 2007. So we
 strongly request providing additional hoses as per ship/shore agreement.
 I Master, hereby issue Note of Protest.

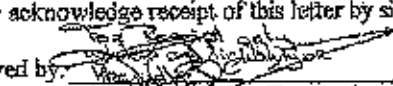
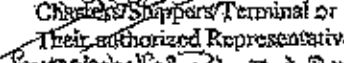
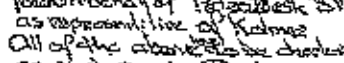
On behalf of my Owners, and / or other interested parties, I hereby note of protest for
 these restrictions to my vessels loading operation and hold you liable for any
 consequential losses, damages, claims that may be sustained on this account.

I further reserve the right to extend this protest at places and / or times convenient.
 Please acknowledge receipt of this protest.

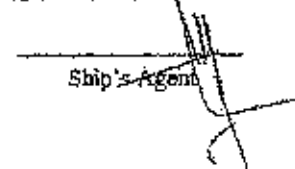
Yours sincerely,


 Master of
 MT Fairchem Mustang

Kindly acknowledge receipt of this letter by signing

Received by: 
 Charter/Shipper/Terminal or
 Their authorized Representative
 For on behalf of  S.V.
 as representative of  Kalmes
 All of the above to be checked
 against Owner's Reply.

*only for Receipt and accounts
 transmission to concerned Parties.*


 Ship's Agent

	LETTER OF PROTEST - SLOW LOAD RATE	
--	------------------------------------	--

Note of ProtestDate: 08th October 2007

Port: Kandla, India

Voyage no: 43

To: Shipper/Charterers/Terminal
And/or to whom it may concern:

Dear Sirs,

Subject: SLOW LOADING

Cargo: METHANOL, 17,500 MT

This is to put on record the following restrictions to my vessels Loading operation:

1. Number and size of Vessel's manifolds offered for loading:
10 INCH X 1 COMMON LINE and 6 INCH X 20 LINE
Number and size of Terminal connections provided for loading:
Only 6 INCH X 1 LINE
2. Loadable Max. Rate by vessel: 1000 MT / H
Shore's average Loading Rate provided: 113 MT / H (From start of main Loading)
3. As per ship/shore agreement shore will provide 2 cargo hose but they provide only 1 cargo hose.
4. Due to poor loading performance by shipper, Port has order shifting to Outer Anchorage. Last 24 hrs vessel has loaded only 2,400 mt which is very low and unusual loading rate.

On behalf of my Owners, and / or other interested parties, I hereby note of protest for these restrictions to my vessels loading operation and hold you liable for any consequential losses, damages, claims that may be sustained on this account.

I further reserve the right to extend this protest at places and / or times convenient.
Please acknowledge receipt of this protest.

Yours sincerely,



Master
MT Fairchem Master

For Receipt only and onward transmission to concerned parties

Kindly acknowledge receipt of this letter by signing

Received by: *[Signature]*
Charter/Shipper/Terminal or
Their authorized Representative
for and on behalf of the
Party to be responsible
of the cargo
against Charter Party

Ship's Agent

	LETTER OF PROTEST - SLOW LOAD RATE	
--	------------------------------------	--

Note of Protest

Date: 18th October 2007

Port: Kandla, India

Voyage no: 43

To: Shippers/Terminal/Charterer
And/or to whom it may concern:

Dear Sirs,

Subject: Slow Loading

Cargo: METHANOL, 17,500 MT


This is to put on record the following restrictions to my vessels Loading operation:

1. Number and size of Vessel's manifolds offered for loading:
10 INCH X 1 COMMON LINE and 6 INCH X 20 LINE
Number and size of Terminal connections provided for loading:
6 INCH X 2 LINE
2. Loadable Max. Rate by vessel: 1000 MT / H
Shore's average Loading Rate provided: 152 MT / H

On behalf of my Owners, and / or other interested parties, I hereby note of protest for these restrictions to my vessels loading operation and hold you liable for any consequential losses, damages, claims that may be sustained on this account.

I further reserve the right to extend this protest at places and / or times convenient.
Please acknowledge receipt of this protest.

Yours sincerely,


Master of
MT Fatrohem Mustang

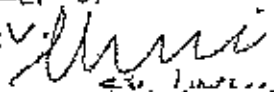
Kindly acknowledge receipt of this letter by signing

Received by:

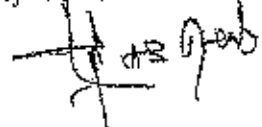
Charterers/Shippers/Terminal or
Their authorized Representative

FOR RECEIPT ONLY WITHOUT
LIABILITIES if PREVIOUS.

FOR if ON BEHALF OF
PETRO DESIN S.V.


S.V. Petro Desin

Ship's Agent
for Receipt only and onward
transmission to concerned


H. H. H.

Page 1

TO: Shipper/Terminal/Charterer and/or
To whom it may concern:

DATE: 18th October 2007
PORT: Kandla, India
BERTH: Oil Jetty No. 3
VOY. : 43

LETTER OF PROTEST

RE: SHORE DELAYS

Dear Sirs,

I, Master of MT FAIRCHEM MUSTANG on behalf of owners and other interested parties hold you Shippers/Terminal/Charterers, responsible for any/all delay expenses incurred as a result of delay during cargo work for loading METHANOL nominated quantity 17500MT.

Statement of Facts:

1705hrs 03 rd Oct. 2007	Hose connected
0310hrs 04 th :	Took shoreline sample for analysis
0310hrs-0330hrs 04 th :	Carried out shore line sampling and analysis
0330hrs 04 th :	Shore line sample analysis passed
0400hrs 04 th :	Pre-pumped 1 drum for No. 1P line
0400hrs-0415hrs:	Pre-pumped 1 drum for No. 1P line/Took sample for analysis
0415hrs 04 th Oct.:	Passed 1P line sample analysis
0845hrs 04 th :	Fill up shore line with cargo
0850hrs-0900hrs 04 th :	Took shoreline sample and passed sample analysis
0900hrs-0910hrs 04 th :	Shifted shore hose between shore line & took manifold sample
0915hrs 04 th :	Commenced one foot into No. 1P tank/Pre-pump No. 1S line to drum and took samples for analysis
0930hrs 04 th :	Finished one foot sampling No. 1P tank/Passed sample analysis for 1S line/Stop shore pump
0950hrs-0945hrs 04 th :	Took one foot sample for No. 1P tank
0945hrs-1100hrs 04 th :	Awaited shore result of sample analysis by shore laboratory
1100hrs 04 th :	Passed one foot analysis 1P tank
1540hrs 04 th :	Started one foot sample for all tanks
2245hrs 07 th :	Stopped loading due to shore reason and by shore request.
0205hrs 08 th :	Resume loading by shore request.
0440hrs 08 th :	Stopped cargo for shifting to QTB anchorage under port control orders due to poor performance of loading operation
0450hrs 08 th :	Disconnected cargo hose

continue to next page

Page 2

0650hrs-0659hrs 08th: Took Unlaging/sampling/cargo calculation
Rate..... 108 mt/hr
Total Loaded cargo..... 9865.413 mt
Balance cargo..... 7634.587 mt

0652hrs 08th Oct 2007: Surveyors and Loading Master left her
0659hrs 08th: Pilot on board.
0705hrs 08th: All lines let go
0715hrs 08th: Dropped anchor at inner anchorage ensured snaffle ties
0730hrs 08th: Pilot left her
0845hrs 08th: Pilot on board
0850hrs 08th: Anchor aweigh
0950hrs 08th: Pilot left her
1110hrs 08th: Dropped anchor at OTB anchorage and awaited berthing/delanceo
cargo loading instruction

0105hrs 16th: Anchor Aweigh
0235hrs 16th: Pilot on Board
0340hrs 16th: First Line ashore
0400hrs 16th: All lines made her fast
0410hrs 16th: Pilot left her
0420hrs 16th: Gangway down
0435hrs 16th: Surveyor Onboard
0445hrs-0620hrs 16th: Unlaging/Cargo Calculation
0610hrs 16th: Hose connected
0620hrs 16th: Resumed Loading operation
1305hrs 16th: Connected 2nd line
1410hrs - 1715hrs 16th: Took manifold sample / analysis and left due to brownish color of sample
for the 2nd line
1600hrs 16th: Stopped loading cargo due to shore reason
1710hrs - 1715hrs 16th: Took manifold sample under guidance of charterers representative
1715hrs 16th: Started loading 2nd line and sampling with interval of 5 mins/10mins/hr
and sealed and signed by all the surveyors as per Fairfield Chemical Camen
instruction
1800hrs 16th: Resume loading 1st line
0815hrs 17th: Completed loading 2nd line
0825hrs 17th: Hose disconnect 2nd line

continue to next page

Page 2

0435 hrs 15 th Oct.:	Surveyor onboard
0145 hrs 16 th Oct.:	Unloading/Cargo Calculation
0610 hrs 16 th Oct.:	Kiosk connected
0620 hrs 16 th Oct.:	Resumed Loading operation

In connection with the above, I Master hereby Note of Protest for this delays and hold you liable for any consequential losses, damages, claims that may sustain on this account. I further reserve the right to extend this protest at places and/or time convenient.
Please acknowledge receipt of this protest.

[Signature]
Shipped/Clustering/Terminal

And/or to whom it may concern
This email can be used for
information only
Responsible: Vietnam

*For Receipt only and original
transmission to Government Port*

Agent: *[Signature]*

[Signature]
Master of Port/Shipping Agency

TO: Shipper/Terminal/Charterers
And/or To Whom It may concern:

DATE: 16th October 2007
PORT: Kandla, India
BERTH: Outer Tuna Buoy Anchorage
VOY. : 43

LETTER OF PROTEST

RE: DELAY OF CARGO LOADING OPERATION

Dear Sirs,

I, Master of MT FAIRCHILD MUSTANG on behalf of my owners and other interested parties hold you shippers/Terminal/Charterers responsible for any/all delay expenses incurred as a result of delay during cargo work for loading METHANOL.
Nominated Quantity: 17500 MT (mt).


And as a result of your poor performance during cargo operation, vessel was obliged to shift to Outer Tuna Buoy Anchorage and await resumption of cargo loading operation until the present.


Statement of Facts:

0440hrs 06 th Oct. 2007	Supplied cargo for shifting to OTE anchorage under port control orders due to poor performance of loading operation
0450hrs 06 th Oct.:	Disconnected cargo hose
0450hrs-0600hrs 06 th :	Tuck Unlashing/sampling/cargo calculation
	Rate..... 108 m/hr
	Total Loaded cargo : 5865.41 Smt/Total discharged : 7634.587 mt
0650hrs 06 th Oct.:	Pilot on board
0700hrs 06 th Oct.:	All lines let go.
0715hrs 06 th Oct.:	Dropped anchor at inner anchorage awaited available Gds
0720hrs 06 th Oct.:	Pilot left her
0845hrs 06 th Oct.:	Pilot on board
0850hrs 06 th Oct.:	anchor weigh
0930hrs 06 th Oct.:	Pilot left her
1110hrs 06 th Oct.:	Dropped anchor at OTE anchorage and awaited berthing/valmoe cargo loading instruction.

In connection with the above, I Master hereby Ngre of Protest for this delays and hold you liable for any consequential losses, damages, claims that may sustain on this account. I further reserve the right to extend this protest at places and/or time convenient.

Please acknowledge receipt of this protest.

For Receipt only and original transmission to Government Authorities

Shipper/Charterer/Terminal
And/or to whom it may concern
For and on behalf of
Kotmoe

For Receipt only and original transmission to Government Authorities

Agent


Master of Fairchild Mustang

Page 1

TO: Shipper/Terminal/Charterers
And/or To Whom it may concern:

DATE: 16th October 2007
PORT: Kandla, India
BERTH: Oil Jetty No. 3
VOY. : 43

LETTER OF PROTEST

RE: DELAY OF CARGO LOADING OPERATION

Dear Sirs,

I, Master of MT FAIRCHEM MUSTANG on behalf of my owners and other interested parties hold you shippers/Terminal/Charterers responsible for any/all delay expenses incurred as a result of delay during cargo work for loading METHANOL.

Nominated Quantity: 17500 MT (min).

And as a result of your poor performance during cargo operation, vessel was obliged to shift to Outer Tuna Bay Anchorage and await resumption of cargo loading operation until the present.

Statement of Facts:

0440hrs 08 th Oct. 2007	Stopped cargo for shifting to OTB anchorage under port control Orders due to poor performance of loading operation.
0450hrs 08 th Oct.:	Disconnected cargo hose
0450hrs-0600hrs 08 th :	Took Ullaging/sampling/cargo calculation Rate..... 108 MT/hr Total Loaded cargo...9865.413mt/Balance cargo...7634.587mt
0650hrs 08 th Oct.:	Pilot on board
0705hrs 08 th Oct.:	All Lines let go
0715hrs 08 th Oct.:	Dropped anchor at inner anchorage awaited suitable tide
0730hrs 08 th Oct.:	Pilot left her
0845hrs 08 th Oct.:	Pilot on board
0850hrs 08 th Oct.:	Anchor aweigh
0950hrs 08 th Oct.:	Pilot left her
1110hrs 08 th Oct.:	Dropped anchor at OTB anchorage and awaited berthing/balance cargo loading instruction
0100hrs 16 th Oct.:	Anchor Aweigh
0235hrs 16 th Oct.:	Pilot on Board
0340hrs 16 th Oct.:	First Line ashore
0410hrs 16 th Oct.:	All Lines made her fast
0410hrs 16 th Oct.:	Pilot left her
0430hrs 16 th Oct.:	Gangway Down

Continue to next page

Page 3

Reason of Shore Delays as follows:

0920hrs-1730hrs 03 rd Oct. 2007:	Previously issued Letter of Protest (Refer to attached file)
1705hrs 03 rd -0310hrs 04 th :	Awaited shoreline readiness due to failure of shore line sample analysis.
0330hrs-0400hrs 04 th :	Awaited shore readiness due to shore reason.
0415hrs-0845hrs 04 th :	Awaited shore readiness due to shore reason.
1100hrs-1540hrs 04 th :	Awaited shore readiness due to shore reason.
2245hrs 07 th - 0205hrs 08 th :	Awaited shore readiness due to shore reason.
0440hrs 08 th - 0630hrs 16 th :	Stopped loading cargo for shifting to OTB anchorage under port Port control orders due to poor performance of loading operation And awaits berthing/Balance cargo loading instruction.
0410hrs-1715hrs 16 th :	Awaited shore readiness to connect 2 nd line
1600hrs-1800hrs 16 th :	Stopped loading cargo 1 st line due to shore reason

In connection with the above, I Master, hereby Note of Protest for this delays and hold you liable for any consequential losses, damages, claims that may sustained on this account. I further reserve the right to extend this protest at places and/or time convenient.

Please sign here under space for the acknowledgement of receipt.

FOR RECEIPT ONLY
WITHOUT LIABILITY &
PREDUDICE. SUBJECT TO
TERMS, SHIPPER/TERMINAL/CHARTERER
& CONDITIONS OF
RELEVANT C/P.

FOR & ON BEHALF OF
PETRO DESER B.V.

[Signature]
SV JUSHE

Agent

Master of Fairchild Mustang

For Receipt only and onward
transmission to Consignee.

[Signature]
Hos. J. J. J.

Page 1

TO: Shipper/Terminal/Charterers
And/or To Whom it may concern.

DATE: 18th October 2007
PORT: Kandla, India
BERTH: Oil Jetty No. 2
VOY. : 43

LETTER OF PROTEST

RE: DELAY OF CARGO LOADING OPERATION

Dear Sirs,

I, Master of MT FAIRCHEM MUSTANG on behalf of my owners and other interested Parties hold you shipper/Terminal/Charterers responsible for any/all delay expenses incurred as a result of delay during cargo work for loading METHANOL.

Statement of Facts:

0100hrs 30th September 2007: Notice of Readiness Tendered
4020hrs 05th October 2007: All lines made hot fast
Vessel tendered Notice of Readiness and anchored in the Outer Tunn and awaited berthing instructions. Refer to attached Letter of Protest Re: Berthing Delay

0920hrs 03rd October 2007: All lines made hot fast
12730hrs 03rd October 2007:
Vessel awaited shore readiness to connect cargo hose for commencement of loading. Refer to Attached Letter of Protest Re: Note of Protest for Delays Dated 03rd October 2007.

1705hrs 05th October 2007: Hose connected
1440hrs 08th October 2007: Stopped Loading Cargo for shifting to OTB anchorage under port control orders due to poor performance of Shipper/Terminal/Charterers during cargo operation.

Carried out cargo loading work, shoreline sampling and analysis pre-pump 2 drums and 3 liter Tested but result failed (PT/T₁ - 1min., 2nd-3min., 3rd-5 min). Disconnect hose and awaited pre-pump Availability. Reconnect hose and re-sampling and analysis of shoreline and passed. Stopped Loading Operation due to shore reason.

As per ship/shore agreement shore will provide 2 hoses and rate to be 1 line 150m/hr and the other line 200 m/hr but shore provide only 1 hose with an average rate of 135 m/hr while ship offered 1x 10 inch common line and 2x 6 inch line with average rate of 1000 m/hr; refer to attached Letter of Protest Re: Note of Protest for restriction of loading rate due to slow loading rate and not providing additional Hose Dated 06th October 2007 and Re: Slow Loading Dated 08th October 2007.

Vessel total loaded cargo: 9865.475 mt Balance cargo to be loaded: 7634.587 mt Rate: 100 m/hr
Refer to attached Letter of Protest Re: Slow Loading and Delay of cargo loading operation. Dated 10th October 2007.

Continue to next page

Page 2

0440hrs 08th October 2007:

Stopped Loading Cargo for shifting to OTB anchorage
under port control orders due to poor performance of
Shipper/Terminal/Charterer during cargo operation.

0620hrs 16th October 2007:

Resumed Loading operation

Due to Shippers/Terminal/Charterers poor performance during cargo operation, Vessel was obliged
To shift to OTB anchorage and awaits resumption of cargo loading operation. Refer to attached file
Re: Delay of cargo Loading operation Dated 16th October 2007.

0620hrs 16th October 2007:

Resumed Loading operation

0650hrs 16th October 2007

Completed Loading operation

Total Loaded cargo: 21F 17,239,489 M/T B/L 17,239,745 M/T

Rate: 15.4 M/T/M

Shore connected the 2nd line and took samples from the manifold, analyze but failed due to brownish
Color of the sample. As per instructions from Charterers and Fairfield Chemical Carriers, loading will
Commence through the second provided samples should be taken before opening the manifold and at
Interval of 5min, 10min and 1hr after commencing loading. Refer to attached Letter of Protest
Re: Discoloration of samples drawn from Manifold 2nd Line Dated 17th October 2007.

Vessel offers 1 x 10 inch cushion line and 20 x 6 inch line with the maximum loadable rate of
1000 mt/hr. Shore only supplied mt/hr. Refer to attached Letter of Protest Re: Slow Loading
Dated 17th October 2007.

In connection with the above, I Master hereby Note of Protest for this delays and
hold you liable for any consequential losses, damages, claims that may sustain on this
account. I further reserve the right to extend this protest at places and/or time convenient.

Please acknowledge receipt of this protest.

FOR RECEIPT ONLY
WITHOUT LIABILITY OF
PREJUDICE OF SWAGAT
TO TERMS & CONDITIONS
OF BILL OF LADING
Author to whom it may concern:

FOR & ON BEHALF OF
PETRO DESIN S.V.

[Signature]
S.V. JASHI

Agent

Master of Fairchem Mustang

for receipt only and ordered
transmission to concerned.

[Signature]
JAS JASHI

EXHIBIT 3

=====

Message Printed on 31/10/2007 17:05:46 by CNT RefNum: CNT5378970

mt Fairchem Mustang - Port d/a at Kandla

From/To: ("Hayden Pierre D'Costa" <hpdc@jmbaxi.com>) at 17/10/2007 07:17:21

=====

ReplyTo: <hpdc@jmbaxi.com>

From: "Hayden Pierre D'Costa" <hpdc@jmbaxi.com>

To: <operations@kolmargroup.com>

Cc: <meteorpl@mtnl.net.in>,
 <meteor@del12.vsnl.net.in>,
 <shivshankar53@gmail.com>,
 <ops@fairfieldchemical.com>,
 <tf@fairfieldchemical.com>,
 "BAXICO KANDLA 1" <oprtn_kdla@jmbaxi.com>,
 "santosh" <srn@jmbaxi.com>,
 "Dsj" <dsj@jmbaxi.com>,
 "CAPT. GVS" <gvs@jmbaxi.com>,
 "CAPT. PATEL" <mkp@jmbaxi.com>

Subject: mt Fairchem Mustang - Port d/a at Kandla

Date: Wed, 17 Oct 2007 10:58:27 +0530

K/Attn : Dominique Meyer

We have been instructed by our Principals to contact your local agents Meteor for payment of shifting charges of mt Fairchem Mustang. However your local agents have verbally refused to make any payment. We therefore request you to kindly arrange payment for shifting expenses as under, prior vessel sailing.

Usd 4488.39	Pilotage for shifting/reberthing @ usd 0.388/grt (11568)
Usd 106.11	Stream dues @ usd 11.79/day (9) from 08/10 to 16/10
Usd 567.83	12.36% Govt. service tax on above

usd 5162.33	Total
-------------	-------

Please remit funds to our to our bankers as under:-

The Hong Kong & Shanghai Banking Corpn.,
 51/60, M.G.Road, Fort, Mumbai - 400 001.

A/C. No. : 002 406718 001 of J.M.Baxi & Co.

Swift Code : HSBC INBB

We await your confirmation.

Brgds

Hayden D'Costa

For J.M.Baxi & Co.

As Agents

-----Original Message-----

From: Hayden Pierre D'Costa [mailto:hpdc@jmbaxi.com]

Sent: 16 October 2007 11:25

To: meteorpl@mtnl.net.in

Cc: meteor@del12.vsnl.net.in; shivshankar53@gmail.com;
 operations@kolmargroup.com; ops@fairfieldchemical.com;
 tf@fairfieldchemical.com; BAXICO KANDLA 1; santosh; Dsj; CAPT. GVS; CAPT
 PATEL

Subject: mt Fairchem Mustang - Port d/a at Kandla

Importance: High

K/Attn : Mr.Josef / Mr.Shiv Shankar,

Dear Sirs,

Please find below message from our Principals & correspondence between Owners & Charterers regarding port charges for charterers account.

Following expenses to be borne by Charterers or their Agents

Usd 4488.39	Pilotage for shifting/reberthing @ usd 0.388/grt (11568)
Usd 106.11	Stream dues @ usd 11.79/day (9) from 08/10 to 16/10
Usd 567.83	12.36% Govt. service tax on above

usd 5162.33	Total
-------------	-------

Kindly arrange payment of usd 5162.33 (Rs.2,06,493/-) within tomorrow (17/10), enable make port payments & obtain port clearance.

Brgds

Hayden D'Costa

For J.M.Baxi & Co.

As Agents

Message Continues...

EXHIBIT 4

FAIRFIELD CHEMICAL CARRIERS BVBA

Eiermarkt 13-15-17
2000 Antwerp
Tel 03/224.80.20 Fax 03/224.80.28
e-mail fccbv@fairchem.be
HRA 328672 BTW BE462927748

KOLMAR GROUP AG
Att. C. Nussbaumer
Laubehof, Metallstrasse 9

CH-6300 ZUG
SWITZERLAND

FREIGHT INVOICE

BROKERS:		DATE: 19 TH October 2007
VESSEL:	FAIRCHEM MUSTANG	INVOICE NO. 2007-102/112124 (please mention as reference)
VOYAGE:	41	
CHARTERER:	Kolmar Petrochemical A.C.	
LOADED:	Kandla	
DISCHARGE:	Houston and/or New Orleans	
C/P:	31 st August 2007	
ON BOARD:	18 th October 2007	

Quantity	Unit	Description	Unit Price	Amount due
17,500	MTS	METHANOL	\$ 73.00	\$ 1,277,500.00
TOTAL AMOUNT DUE				\$ 1,277,500.00

PLEASE REMIT TO:
KBC BANK
EIERMARKT 20
2000 ANTWERPEN, BELGIUM
SWIFT: KRED BE 68
FAVOR: FAIRFIELD CHEMICAL CARRIERS BVBA
USD A/C: 733-0118019-97
RE: M/T Fairchem Mustang- invoice 2007-102 - voy 41